

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI

In Re:)	
)	Case No. 14-42629-659
Julie E. Woody)	
)	Chapter 13 #16 7/7
Debtor)	
)	
Bank of Washington)	
)	
Movant.)	

**CONSENT ORDER AND
STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF**

COME NOW, the parties and agree to the following Consent Order and Stipulation in the settlement of the Movant's Motion for Relief:

1. Bank of Washington, Movant herein, previously filed its Motion for Relief from the Automatic Stay with respect to real property known as: 3143 Lackland Ave., St. Louis, Missouri 63116.

2. The parties agree the total post-petition delinquency including fees and costs is set forth as follows, and further agree that Movant is not adequately protected if Debtor does not make post-petition payments: \$549.74 for the payment due June 27, 2014 together with attorney fees in the amount of \$600.00 and filing fee in the amount of \$176.00 for a total of \$1,325.74.

3. Debtor will cure this post-petition delinquency by making the following additional payments no later than the dates indicated in this paragraph. Payments due under this paragraph will be sent to the following address unless Movant gives notice pursuant to the Note and Deed of Trust:

Bank of Washington
Attn: Doris Feldmann
P.O. Box 377
Washington, MO 63090

4. Movant's attorneys' fees and costs sought in the Motion, or any balance thereon, are included in the total post-petition arrearages stated above and are hereby granted and assessed against the Debtor in the total amount of \$776.00. (Amount not to be more than \$600 for attorney's fees plus filing fees)

DUE DATE	AMOUNT DUE
July 15, 2014	\$220.96
August 15, 2014	\$220.96
September 15, 2014	\$220.96
October 15, 2014	\$220.96
November 15, 2014	\$220.96
December 15, 2014	\$220.94

5. Beginning on the date stated below, Debtor will make regular monthly post-petition payments in the amount shown and to the address indicated below. Movant may adjust such amounts or address, if authorized to do so in the Note and Deed of Trust, upon proper notice to the Debtor.

Beginning July 27, 2014 in the amount of \$599.74 to

Bank of Washington
Attn: Doris Feldmann
P.O. Box 377
Washington, MO 63090

6. Debtor authorizes Movant, if authorized in the Note and Deed of Trustee, to mail to Debtor: (1) coupon books; (2) account statements; and (3) notices regarding address or payment changes. Debtor consents to direct contact by mail for purposes of receiving this information and waives any claim for violation(s) of the automatic stay regarding the same.


7. The terms of this Stipulation and the agreement reached between the parties shall remain in effect so long as the automatic stay remains in effect as to this Movant.

IT IS ORDERED, ADJUDGED AND DECREED, if the automatic stay shall no longer remain in effect as to Movant, this Stipulation shall become null and void. If the case is converted to another chapter under Title 11 and pre or post-petition arrearages remain unpaid, Movant shall be granted relief from the automatic stay after providing the Notice as set forth in the following paragraph.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the Debtor fails to comply with any of the conditions specified in this Stipulation and Order, Movant shall file a written Notice of Breach with the Court, and serve a copy upon the Trustee, counsel for the Debtor, and the Debtor. Such Notice shall include a statement of any alleged breach, including an itemization of all delinquent payments and the total amount necessary to cure the breach. Movant shall be allowed attorney fees in the amount of \$50 for preparing any Notice of Breach under this paragraph and such fees shall be included in the total amount required to cure the delinquency. There shall be no limit on the number of Notices of Breach Movant may file and serve under this paragraph.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the Debtor fails to cure the delinquency in full or fails to file an objection to the Notice of Breach within 10 (ten) calendar days of the date of the Notice, Movant shall be entitled to immediate relief from the automatic stay of 11 U.S.C. §362(a) without further notice or hearing upon entry of an order for relief. For such purposes, Movant shall be free to exercise all of its rights and remedies under the Promissory Note, Deed of Trust, or as may otherwise be provided for by law. An order entered under this paragraph shall be stayed until the expiration of 10 days after the entry of the order.

All other relief requested by Movant is hereby denied without prejudice.


KATHY A. SURRATT-STATES
Chief United States Bankruptcy Judge

DATED: July 10, 2014
St. Louis, Missouri
jjh

/s/ Sean C. Paul

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